



1           3.     CONTRACT DOCUMENTS. The Contract Documents include: The  
2 Notice Inviting Bids; City of Long Beach Standard Plans; the California Code of  
3 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
4 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
5 Minority and Women-Owned Business Enterprise Program; this Contract and all  
6 documents attached hereto or referenced herein; JOC General Provisions; the  
7 Construction Task Catalog; JOC Contract Documents (which contain Technical  
8 Specifications); Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice  
9 of Completion; any addenda; any permits required and issued for the work; and approved  
10 drawings for a Work Order, if any. These Contract Documents are incorporated herein  
11 by the above reference.

12                     Notwithstanding Section 2-5.2 of the Standard Specifications, if any  
13 conflict or inconsistency exists or develops among or between Contract Documents, the  
14 following priority shall govern: 1) this Contract; 2) permit(s) from other public agencies; 3)  
15 the Bid; 4) Addenda; 5) JOC General Provisions; 6) the Construction Task Catalog; 7)  
16 Technical Specifications; 8) other reference specifications; 9) other reference plans; 10)  
17 approved drawings, if any; and 11) the Notice Inviting Bids.

18           4.     TIME FOR CONTRACT.

19           A.     The term of this Contract shall begin on January 31, 2015 and  
20 shall end on January 31, 2018 or on City's payment of the not-to exceed dollar  
21 amount hereunder to Contractor as specified in Section 2, whichever occurs first.

22           B.     Contractor shall commence work on a date to be specified in  
23 a written "Notice to Proceed" from City for each Work Order and shall complete all  
24 work within the number of working days identified in each Work Order, subject to  
25 events beyond the control of Contractor. Time is of the essence for performance  
26 of this Contract and each Work Order. City will suffer damage if the work in each  
27 Work Order is not completed within the time stated, but those damages would be  
28 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated

1 damages, the amount stated in the Contract Documents.

2 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
3 acceptance of any work or the payment of any money by City shall not operate as a  
4 waiver of any provision of any Contract Document, of any power reserved to City, or of  
5 any right to damages or indemnity hereunder. The waiver of any breach or any default  
6 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

7 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently  
8 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
9 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
10 attached hereto as Exhibit "B".

11 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
12 upon City by Contractor for and on account of any extra or additional work performed or  
13 materials furnished, unless such extra or additional work or materials shall have been  
14 expressly required by the City Manager and the quantities and price thereof shall have  
15 been first agreed upon, in writing, by the parties hereto.

16 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
17 possession thereof to City ready for use and free and discharged from all claims for labor  
18 and materials in doing the work and shall assume and be responsible for, and shall  
19 protect, defend, indemnify and hold harmless City from and against any and all claims,  
20 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
21 persons, or damages to property, including property of City, which arises from or is  
22 connected with the performance of the work.

23 9. INSURANCE. Prior to commencement of work, and as a condition  
24 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence  
25 of all insurance required in the Contract Documents.

26 In addition, Contractor shall complete and deliver to City the form  
27 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply  
28 with Labor Code Section 2810.

1           10.   TERMINATION. Either party shall have the right to terminate this  
2 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
3 prior notice to the other party. In the event of termination under this Section, City shall  
4 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
5 date of termination for which Consultant has not been previously paid. The procedures  
6 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
7 termination, Consultant shall deliver to City all Data developed or accumulated in the  
8 performance of this Agreement, whether in draft or final form, or in process. And,  
9 Consultant acknowledges and agrees that City's obligation to make final payment is  
10 conditioned on Consultant's delivery of the Data to City.

11           11.   WORK DAY. Contractor shall comply with Sections 1810 through  
12 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
13 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
14 Contractor or any subcontractor for each calendar day such worker is required or  
15 permitted to work more than eight (8) hours unless that worker receives compensation in  
16 accordance with Section 1815.

17           12.   PREVAILING WAGE RATES. Contractor is directed to the  
18 prevailing wage rates. Contractor shall forfeit, as a penalty to City, Fifty Dollars (\$50) for  
19 each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
20 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
21 work done by Contractor, or any subcontractor, under this Contract.

22           13.   COORDINATION WITH GOVERNMENTAL REGULATIONS. If the  
23 work is terminated pursuant to an order of any Federal or State authority, Contractor shall  
24 accept as full and complete compensation under this Contract such amount of money as  
25 will equal the product of multiplying the Contract Price stated in the Work Order(s) so  
26 terminated by the percentage of work completed by Contractor as of the date of such  
27 termination, and for which Contractor has not been paid. If the work is so terminated, the  
28 City Engineer, after consultation with Contractor, shall determine the percentage of said

1 work so completed and the determination of the City Engineer shall be final.

2 If Contractor is prevented, in any manner, from strict compliance with  
3 the Contract Documents due to any Federal or State law, rule, or regulation, in addition to  
4 all other rights and remedies reserved to the parties City may suspend performance  
5 hereunder until the cause of disability is removed, extend the time for performance, make  
6 changes in the character of the work or materials, or terminate this Contract without  
7 liability to either party.

8 14. NOTICES.

9 A. Any notice required hereunder shall be in writing and  
10 personally delivered or deposited in the U.S. Postal Service, first class, postage  
11 prepaid, to Contractor at the address first stated herein, and to City at 333 West  
12 Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of  
13 change of address shall be given in the same manner as stated herein for other  
14 notices. Notice shall be deemed given on the date deposited in the mail or on the  
15 date personal delivery is made, whichever first occurs.

16 B. Except for stop notices and claims made under the Labor  
17 Code, City will notify Contractor when City receives any third party claims relating  
18 to this Contract in accordance with Section 9201 of the Public Contract Code.

19 15. BONDS REQUIRED. Contractor shall, coincidentally with the  
20 execution of this Contract, execute and deliver to City the bonds required in the Contract  
21 Documents, on the forms provided by City.

22 16. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
23 any of the moneys that may become due Contractor hereunder may be assigned by  
24 Contractor without the written consent of City first had and obtained, nor will City  
25 recognize any subcontractor as such, and all persons engaged in the work of  
26 construction will be considered as independent contractors or agents of the Contractor  
27 and will be held directly responsible to Contractor.

28 17. CERTIFIED PAYROLL RECORDS.

1           A. Contractor shall keep and shall cause each subcontractor  
2 performing any portion of the work under this Contract to keep an accurate payroll  
3 record, showing the name, address, social security number, work classification,  
4 straight time and overtime hours worked each day and week, and the actual per  
5 diem wages paid to each journeyman, apprentice, worker, or other employee  
6 employed by Contractor or subcontractor in connection with the work, all in  
7 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
8 payroll records for Contractor and all subcontractors shall be certified and shall be  
9 available for inspection at all reasonable hours at the principal office of Contractor  
10 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
11 to furnish such records to City in the manner provided herein for notices shall  
12 entitle City to withhold the penalty prescribed by law from progress payments due  
13 to Contractor.

14           B. Upon completion of the work, Contractor shall submit to the  
15 City certified payroll records for Contractor and all subcontractors performing any  
16 portion of the work under this Contract. Certified payroll records for Contractor  
17 and all subcontractors shall be maintained during the course of the work and shall  
18 be kept by Contractor for up to three (3) years after completion of the work.

19           C. The foregoing is in addition to, and not in lieu of, any other  
20 requirements or obligations established and imposed by any department of the  
21 City with regard to submission and retention of certified payroll records for  
22 Contractor and subcontractors.

23           18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
24 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
25 and custody of the work. If any loss or damage occurs to the work that is not covered by  
26 collectible commercial insurance, excluding loss or damage caused by earthquake or  
27 flood, or the negligence or willful misconduct of City, then Contractor shall immediately  
28 make City whole for any such loss or pay for any damage. If Contractor fails or refuses

1 to make City whole or pay, then City may do so and the cost and expense of doing so  
2 shall be deducted from the amount due Contractor from City hereunder.

3 19. CONTINUATION. Termination or expiration of this Contract shall not  
4 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
5 prior to termination or expiration of this Contract.

6 20. TAXES AND TAX REPORTING.

7 A. As required by federal and state law, City is obligated to report  
8 the payment of compensation to Contractor on Form 1099-Misc. and Contractor  
9 acknowledges that Contractor is not entitled to payment under this Contract until it  
10 has provided its Employer Identification Number to City. Contractor shall be solely  
11 responsible for payment of all federal and state taxes resulting from payments  
12 under this Contract.

13 B. Contractor shall cooperate with City in all matters relating to  
14 taxation and the collection of taxes, particularly with respect to the self-accrual of  
15 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
16 materials, equipment, supplies, or other tangible personal property totaling over  
17 \$100,000 shipped from outside California, a qualified Contractor shall complete  
18 and submit to the appropriate governmental entity the form in Appendix "A"  
19 attached hereto; and (ii) for construction contracts and subcontracts totaling  
20 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
21 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
22 at least \$500,000 in tangible personal property that was subject to sales or use tax  
23 in the previous calendar year.

24 C. Contractor shall create and operate a buying company, as  
25 defined in State of California Board of Equalization Regulation 1699, subpart (h),  
26 in City if Contractor will purchase over \$10,000 in tangible personal property  
27 subject to California sales and use tax.

28 D. In completing the form and obtaining the permit(s), Contractor

1 shall use the address of the Work site as its business address and may use any  
2 address for its mailing address. Copies of the form and permit(s) shall also be  
3 delivered to the City Engineer. The form must be submitted and the permit(s)  
4 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
5 order any materials or equipment over \$100,000 from vendors outside California  
6 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
7 shall be a material breach of this Contract. In addition, Contractor shall make all  
8 purchases from the Long Beach sales office of its vendors if those vendors have a  
9 Long Beach office and all purchases made by Contractor under this Contract  
10 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
11 Long Beach. Contractor shall require the same cooperation with City, with regards  
12 to subsections B, C and D under this section (including forms and permits), from  
13 its subcontractors and any other subcontractors who work directly or indirectly  
14 under the overall authority of this Contract.

15 E. Contractor shall not be entitled to and by signing this Contract  
16 waives any claim or damages for delay against City if Contractor does not timely  
17 submit these forms to the appropriate governmental entity. Contractor may  
18 contact the City Controller at (562) 570-6450 for assistance with the form.

19 21. ADVERTISING. Contractor shall not use the name of City, its  
20 officials or employees in any advertising or solicitation for business, nor as a reference,  
21 without the prior approval of the City Manager, City Engineer or designee.

22 22. AUDIT. If payment of any part of the consideration for this Contract  
23 is made with federal, state or county funds and a condition to the use of those funds by  
24 City is a requirement that City render an accounting or otherwise account for said funds,  
25 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
26 extract information from, and copy all books, records, accounts and other information  
27 relating to this Contract.

28 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the

1 work to be performed hereunder does not constitute a peculiar risk of bodily harm and  
2 that no special precautions are required to perform said work.

3 24. THIRD PARTY BENEFICIARY. This Contract is intended by the  
4 parties to benefit themselves only and is not in any way intended or designed to or  
5 entered for the purpose of creating any benefit or right of any kind for any person or entity  
6 that is not a party to this Contract.

7 25. SUBCONTRACTORS. Contractor agrees to and shall bind every  
8 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
9 create any obligation on the part of City to pay any subcontractor except in accordance  
10 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
11 with this Section shall be deemed a material breach of this Contract. Contractor shall  
12 submit a list of subcontractor(s) in compliance with Public Contract Code Sections 4100  
13 et seq. on the form attached hereto as Exhibit "D" and incorporated herein by this  
14 reference, for each Work Order.

15 26. NO DUTY TO INSPECT. No language in this Contract shall create  
16 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
17 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
18 regulations relating to said work. If City does inspect or investigate, the results thereof  
19 shall not be deemed compliance with or a waiver of any requirements of the Contract  
20 Documents.

21 27. GOVERNING LAW. This Contract shall be governed by and  
22 construed pursuant to the laws of the State of California (except those provisions of  
23 California law pertaining to conflicts of laws).

24 28. INTEGRATION. This Contract, including the Contract Documents  
25 identified in Section 3 hereof, constitutes the entire understanding between the parties  
26 and supersedes all other agreements, oral or written, with respect to the subject matter  
27 herein.

28 29. COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Contract or to protect or establish any rights or remedies  
2 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
3 reasonable attorney's fees.

4           30. NONDISCRIMINATION. In connection with performance of this  
5 Contract and subject to applicable rules and regulations, Contractor shall not discriminate  
6 against any employee or applicant for employment on the basis of race, religion, national  
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, AIDS related condition,  
8 handicap or disability. Contractor shall ensure that applicants are employed and that  
9 employees are treated during their employment, without regard to these bases. Such  
10 actions shall include but not be limited to employment, upgrading, demotion, transfer,  
11 recruitment, layoff, termination, rates of pay and selection for training. It is the policy of  
12 City to encourage the participation of Disadvantaged, Minority and Women-Owned  
13 Business Enterprises, and City encourages Contractor to use its best efforts to carry out  
14 this policy in the award of all subcontracts.

15           31. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
16 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
17 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long  
18 Beach Municipal Code, as amended from time to time.

19           A. During the performance of this Contract, the  
20 Contractor/Consultant certifies and represents that the Contractor/Consultant will  
21 comply with the EBO. The Contractor/Consultant agrees to post the following  
22 statement in conspicuous places at its place of business available to employees  
23 and applicants for employment:

24           "During the performance of a Contract with the City of Long Beach,  
25 the Contractor/Consultant will provide equal benefits to employees with  
26 spouses and its employees with domestic partners. Additional information  
27 about the City of Long Beach's Equal Benefits Ordinance may be obtained  
28 from the City of Long Beach Business Services Division at 562-570-6200."

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B. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the City.

C. If the Contractor/Consultant fails to comply with the EBO the City may cancel, terminate or suspend the Contract, in whole or in part, and monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

32. DEFAULT. Default shall include but not be limited to Contractor's failure to perform in accordance with any Contract Document, failure to pay any penalties, fines or charges assessed against Contractor by any public agency, failure to pay any charges or fees for services performed by City, and if Contractor has substituted any security in lieu of retention, then default shall also include City's receipt of a stop notice. If default occurs and Contractor has substituted any security in lieu of retention, then in addition to City's other legal remedies, City shall have the right to draw on the security in accordance with Public Contract Code Section 22300 and without further notice to Contractor. If default occurs and Contractor has not substituted any security in lieu of retention, then City shall have all legal remedies available to it.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

KLD CONSTRUCTION CORP., a California corporation

January 28, 2015

By [Signature]  
Name Bjeu J Kim  
Title President

January 28, 2015

By [Signature]  
Name SANG YOUNG LEE  
Title VICE PRESIDENT

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 10, 2015

By [Signature]  
City Manager  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" **Assistant City Manager**

This Contract is approved as to form on 2/18, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles)

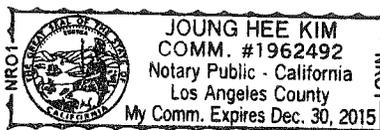
On January 28, 2015 before me Joung Hee Kim, Notary Public,

personally appeared BLEU JIYEON KIM and SANG YOUNG LEE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



# EXHIBIT A

BIDDER'S NAME: KLD CONSTRUCTION CORP

## JOC 20 through JOC 23 BID (GENERAL FACILITY CONSTRUCTION)

### INSTRUCTIONS TO BIDDERS

#### READ CAREFULLY BEFORE MAKING OUT YOUR BID

Submit only one bid. Contracts will be awarded to the four lowest responsive, responsible bids. Failure to submit all documents contained in this Division C may invalidate your Bid. Do not make alterations of any kind in the bid form. Completely fill out ALL blank spaces on each bid form you submit. If not applicable, write N/A.

The undersigned offers to furnish all materials, labor and equipment required for the Job Order Contract for the City of Long Beach in accordance with the City's Invitation for Bids, including addenda thereto, if any, as follows:

- I. **Adjustment Factor.** The Contractor bids one Adjustment Factor (AF) , which will be applied against the prices set forth in the Construction Task Catalog (CTC). The Adjustment Factor will be used to price Work Orders by multiplying the Adjustment Factor by the unit prices and quantities for the specific Work Order. **Pay attention to your decimal points. Write clearly and legibly.**
  - A. The Bid shall be expressed as an adjustment "decrease from" (e.g. .9500) or "increase to" (e.g. 1.0500) the unit prices listed in the CTC or exactly equal to the CTC unit prices (1.000). Items 1 – 3 in the Award Formula shall be calculated out to five decimal places and then rounded to four (4) decimal places. Rounding of numbers shall be accomplished by increasing the fourth decimal place if the fifth decimal is equal to five or greater. If the fifth decimal place is equal to four or less, the fourth decimal shall remain the same. Bids missing factors for any of the components in the Award Formula or bids containing components of the Award Formula that are not calculated and expressed out to four decimal places will be rejected as non-responsive.
  - B. Note that the CTC unit prices do not include provisions for items such as overhead, profit, bond premiums, insurance, mobilization, proposal development, shop drawings and submittals and all contingencies in connection therewith. Bidders shall therefore take this into account when bidding the Adjustment Factor. Once bid and, if awarded, the Contractor will be strictly held to the bid factor throughout the duration of the Contract.
  - C. In the event of tying bids, another round of bids will be invited from the tying bidders to be submitted within one (1) working day following bid opening. If tying bids are received again, the same procedure will be repeated until an apparent low bidder is available for selection.
  - D. Any change in the applicable minimum hourly rates of wages during the Contract period shall not affect the unit price to be paid by the City for work performed under the Contract.

#### AWARD FORMULA

- |  |               |
|--|---------------|
| 1. Pricing Factor to be applied to the CTC                             | <u>0.4400</u> |
| 2. Factor for Overhead & Related Items Not Included in CTC Unit Prices | <u>0.0500</u> |
| 3. Profit Factor   | <u>0.0500</u> |
| 4. Award Adjustment Factor (Total of lines 1, 2, 3)                    | <u>0.5400</u> |

(Continued on Reverse)

**ADDENDA**

Bid submitted acknowledging changes to Bid Documents in the following addenda numbers:

1   2   3   4   5   6   7  
(Initial above all appropriate numbers)

Respectfully submitted,

  
Signature\*\*

KLD CONSTRUCTION CORP  
Legal Name of Company

SANG YOUNG LEE / Vice President  
Print Name / Title

\_\_\_\_\_  
Names of Other General Partners

\_\_\_\_\_  
Names of Other Partners

California  
State of Incorporation

\_\_\_\_\_  
State Where Registered as LLC  
1717 S. HOOPER ST #202 LOS ANGELES CA  
Business Address (Actual Address -Not A  
Post Office Box) 90006  
213-742-0020 / 213-742-0070  
Telephone Number / Fax Number

BV 21114230  
City of Long Beach Business License Number  
FEB 28 2015  
City of Long Beach Business License  
Expiration Date  
1717 S. HOOPER ST #202 LOS ANGELES  
Address on City Business License CA 90006

KLD@KLD.CONSTRUCTION.ONM3CROSOFT.COM  
Email Address

954587  
Contractor's License Number

\*\*

- \_\_\_\_\_ If Bidder is an individual, set forth his/her signature.
- \_\_\_\_\_ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- \_\_\_\_\_ If Bidder is a general partnership, set forth the signature of the general partner.
- \_\_\_\_\_ If Bidder is a limited partnership, provide names of other partners.
- \_\_\_\_\_ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

The following information will be used for statistical analysis only: (check all that apply)

Minority Business Enterprise  Which racial minority Korean  
Certified Disadvantaged or Small Business Enterprise DBE \_\_\_ SBE   
Woman owned Business Enterprise WBE \_\_\_  
Is the Bidder a Long Beach-based business? \_\_\_

# EXHIBIT B

## WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

KLD CONSTRUCTION CORP

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Title: Vice President

Date: 12/2/2014

# EXHIBIT 3

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: 984101
  - B. Name of Insurer (NOT Broker): STATE COMPENSATION INSURANCE FUND
  - C. Address of Insurer: 1275 MARKET ST SAN FRANCISCO CA 94103
  - D. Telephone Number of Insurer: 877-405-4545
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): 1GCEC19C192142219
  - B. Automobile Liability Insurance Policy Number: 57 VEC AT 7058
  - C. Name of Insurer (NOT Broker): THE HARTFORD
  - D. Address of Insurer: 8711 University E. Drive Charlotte NC 28213
  - E. Telephone Number of Insurer: 1-866-467-8730
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
1717 S. HOOVER ST #202 LOS ANGELES CA 90006
- 4) Estimated total number of workers to be employed on this Contract: 10
- 5) Estimated total wages to be paid those workers: \$9000.00 weekly
- 6) Dates (or schedule) when those wages will be paid: every other week
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
5
- 8) Taxpayer's Identification Number: 

# EXHIBIT D

## LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Bond Number: 388557P  
Premium: \$98,000.00  
Executed In Duplicate

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, KLD Construction Corp., as PRINCIPAL, and Indemnity Company of California, located at 17771 Cowan, Suite 100, Irvine, CA 92614, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Million DOLLARS (\$ 1,000,000.00 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Job Order Contract No. 21 and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 28th day of January, 2015.

KLD Construction Corp.  
Contractor

By: [Signature]

Name: Bleu J Kim

Title: President

By: [Signature]

Name: SANG YOUNG LEE

Title: VICE PRESIDENT

Approved as to form this 18th day  
of February, 2015

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

Indemnity Company of California  
SURETY, admitted in California

By: [Signature]

Name: William Syrkin

Title: Attorney-In-Fact

Telephone: (626) 275-3000

Approved as to sufficiency this 17 day  
of FEB, 2015

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California     )  
County of Los Angeles)

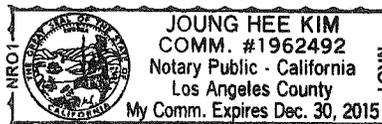
On January 28, 2015 before me Joung Hee Kim, Notary Public,

personally appeared BLEU JIYEON KIM and SANG YOUNG LEE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On January 28, 2015 before me, Corinne L. Hernandez  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Indemnity Company of California

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*William Syrkin, Sergio D. Bechara, Rebecca Haas-Bates, Richard Adair, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

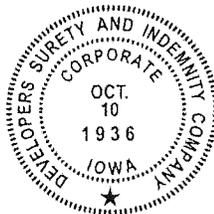
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

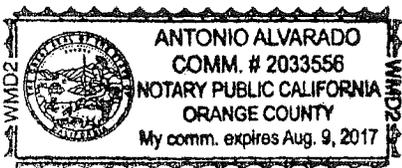
personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 28 day of January, 2015.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

Bond Number: 388557P  
Premium Included In Performance Bond  
Executed In Duplicate

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, KLD Construction Corp., as PRINCIPAL, and Indemnity Company of California, located at 17771 Cowan, Suite 100, Irvine, CA 92614, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of One Million DOLLARS (\$1,000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Job Order Contract No. 21 is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 28th day of January, 2015.

KLD Construction Crop.  
Contractor

By: [Signature]  
Name: Blew J Kim  
Title: President

By: [Signature]  
Name: SANGI YOUNG LEE  
Title: VICE PRESIDENT

Approved as to form this 18th day of February, 2015.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

Indemnity Company of California  
SURETY, admitted in California

By: [Signature]  
Name: William Syrkin  
Title: Attorney-In-Fact  
Telephone: (626) 275-3000

Approved as to sufficiency this 17 day of FEB, 2015.

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

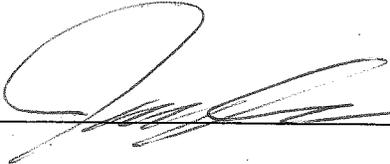
State of California     )  
County of Los Angeles)

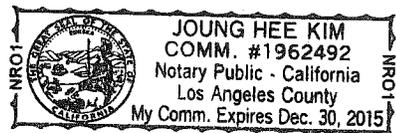
On January 28, 2015 before me Joung Hee Kim, Notary Public,

personally appeared BLEU JIYEON KIM and SANG YOUNG LEE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On January 28, 2015 before me, Corinne L. Hernandez  
*Date Here Insert Name and Title of the Officer*  
personally appeared William Syrkin  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Indemnity Company of California

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*William Syrkin, Sergio D. Bechara, Rebecca Haas-Bates, Richard Adair, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

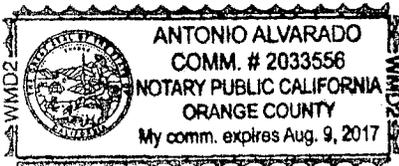
personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 28 day of January, 2015.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary